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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th November, 2025

No. 559309-HII(2)-2025/17373.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **65/2023 dated 10.09.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SHIV NATH S/O SH. DODHI, H.NO.121, SANJAY COLONY, INDUSTRIAL AREA, PHASE-I, CHANDIGARH. (WORKMAN)

AND

M/S VISHAKARMA MACHINE TOOL, PLOT NO. 559, INDUSTRIAL AREA, PHASE-II, CHANDIGARH THROUGH ITS PROPRIETOR. (MANAGEMENT)

AWARD

1. Workman Shiv Nath has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was appointed by the management on 18.11.1998 for repairing and maintenance of machineries and he remained in continuous & uninterrupted employment up to 12.09.2023 when his services were illegally terminated by refusing of work. The workman was drawing ` 12,000/- as monthly wages at the time of his termination. The workman was registered under ESI scheme and was allotted IP No.1710141585. The workman submitted that on 13.09.2023,he went to attend his normal duty but he was refused work without assigning any reason and notice. The refusal of work, which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The respondent-management has violated the provisions of Section 25F of the ID Act. He was neither issued charge sheet nor any inquiry was held. He was not paid retrenchment compensation at the time of termination. He served upon the management demand notice dated 07.03.2023 but the management did not reply to the same. The Assistant Labour Commissioner-cum-Conciliation Officer requested for the intervention but the dispute could not be settled

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within the stipulated time. A prayer is made that he may be reinstated with continuity of service, full back wages, without any change in his service condition and with all attendant benefits. He remained unemployed w.e.f. termination till date. Hence, the claim statement.

3. The respondent-management filed reply to the statement of claim submitting that the workman was never appointed by the respondent-management in the year 1998 rather he was employed as Helper in the year 2007 and the workmandid not work with sincerity. He never remained in continuous & uninterrupted employment and he used to remain absent from work most of the time by making one or other excuse. The workman took friendly loan from the respondent from time to time to the tune of ` 95,000/- through cheque No.140472, 1617782, 161810, 094903 and 094915 drawn on Oriental Bank of Commerce, Ramdarbar, Phase - II, U.T. Chandigarh and the workman promised the respondent-management to return the same on interest at rate of 12% as soon as possible but he never repaid / returned the same despite several requests rather he left the job and ran away and never returned as he did not want to return the said amount withheld by him illegally. It is stated that the workman sent a false & frivolous demand notice with an ulterior motive to grab money from the respondent-management. The management-firm is permanently shut down and closed since August, 2022 and the demand notice as well as statement of claim is mis-use of process of law and not maintainable in any manner. It is denied that on 13.09.2023, the workman went to attend his normal duty but he was refused work. The workman has mentioned wrong facts without any basis. The respondent-management duly replied to the demand notice dated 07.03.2023. The workman has filed false and fabricated statement of claim without any basis and prayer was made for dismissal of the claim statement.

4. Replication was filed by the workman wherein he reiterated the averments of claim statement and denied the averments of the written statement.

5. From the pleadings of the parties, following issues were framed vide order dated 18.10.2024 :-

1. Whether the termination of the services of the workman is illegal ? If so, to what effect and what relief he is entitled to ?OPW

2. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, the workman himself appeared as AW1 and tendered his duly sworn-in affidavit Exhibit 'AW1/A'. Thereafter, the Learned Representative for the workman closed the evidence on behalf of the workman.

8. In evidence of the management, Mahipal Singh - Proprietor of the management appeared as MW1 and tendered his affidavit Exhibit 'MW1/A'. He also tendered the copies of the documents :-

Vouchers dated 16.01.2020, 12.03.2021, 11.10.2021 and 15.12.2021 of payments made to the workman	**Exhibit 'M1' to Exhibit 'M4'**
Statement of account bearing No.12851131000439 of Finacle Universal Banking Solutions for the period w.e.f 05.12.2020 to 22.12.2021	**Exhibit 'M5'**
Statement of account bearing No.12851131000439 maintained with Oriental Bank of Commerce for the period w.e.f 14.01.2020 to 19.11.2020	**Exhibit 'M6'**

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Letter dated 14.06.2023 moved by Vishkarma Machine Tools to the Regional Director ESI Corporation, Chandigarh	**Exhibit 'M7' (colly)**
Attendance register of workman for the period w.e.f. July 2007 to September 2007 and June 2022 to August 2022	**Exhibit 'M8' to Exhibit 'M13'**
Letter bearing Reference No.A0401240011985 dated 08.01.2024 issued by Commercial Tax Officer	**Exhibit 'M14'**

Thereafter, the respondent-management closed his evidence.

9. It is pertinent to mention here that Exhibit 'M1' to 'M6' are numbered twice. The management while cross-examination of AW1 has put documents i.e.

Form 'C' Register of Employees & Form 'D' Register of Wages Employees for the month of July, 2007.	**Exhibit 'M1'**
Form 'C' Register of Employees & Form 'D' Register of Wages of Employees for the month of August, 2007.	**Exhibit 'M2'**
Form 'C' Register of Employees & Form 'D' Register of Wages of Employees for the month of September, 2007.	**Exhibit 'M3'**
Form 'C' Register of Employees & Form 'D' Register of Wages of Employees for the month of June, 2022.	**Exhibit 'M4'**
Form 'C' Register of Employees & Form 'D' Register of Wages of Employees for the month of July, 2022.	**Exhibit 'M5'**
Form 'C' Register of Employees & Form 'D' Register of Wages of Employees for the month ofAugust, 2022.	**Exhibit 'M6'**

10. In order to avoid any ambiguity, documents tendered by MW1 i.e. Exhibit 'M1' to Exhibit 'M6' are renumbered and hereinafter referred as Exhibit 'M1/1' to Exhibit 'M6/1'.

11. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No.1-

12. The workman is required to prove the said issue.

13. Learned Representative for the workman submitted that the management had terminated the services of the workman by refusing work. He submitted that no notice was ever served upon the workman before his termination. It is further submitted that the workman is unemployed since the date of termination and he is entitled for reinstatement with continuity of service, full back wages and all attendant benefits.

14. On the other hand, Learned Representative for the management submitted that the workman has willfully absented from duty. He stopped coming to work in August, 2022. The factory of the management also stands closed and therefore, the workman is not entitled to any reinstatement and continuity in service.

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15. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

16. The workman Shiv Nath vide his Exhibit 'AW1/A' deposed that he was appointed by the management on 18.11.1998 for repairing and maintenance of machineries. He remained in continuous &uninterrupted employment up to 12.09.2023. He deposed that on 13.09.2023, he went to attend his normal duty but he was refused work without assigning any notice or reason. He was drawing wages of ` 12,000/- per month at the time of his termination. Neither any charge sheet was issued nor any inquiry was held. He was not paid the retrenchment compensation. He deposed that he served upon the management the demand notice dated 07.03.2023 but the management did not reply to the said demand notice. The Assistant Labour Commissioner-cum-Conciliation Officer intervened however, the matter could not be settled.

17. On the other hand, witness of the management MW1 Mahipal Singh - Proprietor vide his affidavit Exhibit 'MW1/A' deposed that the workman was never appointed in the year 1998 as claimed by him. He deposed that the workman was appointed in the year 2007 as a Helper. He never worked with sincerity. He used to remain absent from work most of the time by making one or other excuse. He deposed that the workman took friendly loan from him on various times amounting to ` 95,000/- vide different cheques drawn on Oriental Bank of Commerce. The workman promised to return the said amount along with interest at the rate of 12% but he did not return the said amount and ran away in August, 2022 and never returned. The management never terminated the services of the workman rather he himself left the work as he did not want to return the loan amount along with interest. He deposed that M/s Vishkarma Tools Limited - firm is permanently shut down and closed down since August, 2022 and he has placed on record copy of letter of ESI dated 14.06.2023 in that regard. It is further submitted that the management has duly replied to the demand notice dated 07.03.2023 and the claim statement of theworkman is not genuine rather the same is vague in nature.

18. It transpires from the record that the workman has pleaded that he was appointed by the management on 18.11.1998 for repairing & maintenance of machineries and he remained in continuous employment up to 12.09.2023. However, the management had denied that the workman was appointed in the year 1998. It is the contention of the management that the workman was appointed in the year 2007 as Helper and he left the job and ran away in August, 2022 and never returned. The workman during his cross-examination stated that he joined the management on 18.11.1998. During his cross-examination, he further stated that his attendance was marked in register and he was getting wages and he remained in service up to 12.09.2022. He stated that he had seen the original register of employees for the period from April, 2007 to March, 2008 and he identified his signatures on revenue receipt affixed on entries of register for the month of July, 2007; August, 2007 and September, 2007 (Exhibit 'M1' to Exhibit 'M3'). He also identified the signatures and thumb impression in the column of the signature of employee in the register for the month of June, 2022; July, 2022 & August, 2022 (Exhibit 'M4' to Exhibit 'M6').

19. The perusal of the register of employeesfor the month of July, 2007 (Exhibit 'M1'/ Exhibit 'M8') reveals that it pertains to the employee "Shiv Nath (workman) with the name of establishment"Vishkarma Machine Tools". The said register of employees shows hours of work along with interval for rest and meals of the employee and the said register reflects that the workman Shiv Nath had worked w.e.f. 25.07.2007 till 31.07.2007. The workman has identified his signature on the revenue receipt stamp affixed on the register of employee for the month of July, 2007 (Exhibit 'M1' / Exhibit 'M8'). Similarly, the register of employees pertaining to August, 2007 shows the presence of Shiv Nath for the month of August, 2007 (Exhibit 'M2' / Exhibit 'M9') and the workman has identified his signature on the revenue receipt stamp fixed on the said (Exhibit 'M2' / Exhibit 'M9'). Similarly, the register of the employees for September, 2007 shows the presence of Shiv Nath in the month of September, 2007 (Exhibit 'M3' / Exhibit 'M10'). It also reflects the dates on which the workman

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had worked and also reflects the dates on which the workman had not worked in the month of September, 2007. The register of employees for June, 2022 (Exhibit 'M4' / Exhibit 'M11'), for the month of July, 2022 (Exhibit 'M5' / Exhibit 'M12') and for the month August, 2022 (Exhibit 'M6' / Exhibit 'M13') also reflects presence of the workman at the work place. The register of employees for the month of August, 2022 (Exhibit 'M6' / Exhibit 'M13') shows his presence till 20th August, 2022 and thereafter the said register shows that he did not report for duty at the work place from 22nd August to 31st August, 2022. The workman during his cross-examination has identified his signatures and thumb impression in the column of signature of employee in the register for the month of August, 2022.

20. The onus to prove that the workman had joined the management on 18.11.1998 laid upon the workman. However, no evidence has been produced by him in that regard. Even, no co-worker has been examined in support of the contention that he had joined the management on 18.11.1998 as averred by him. The register of employees (Exhibit 'M1'/Exhibit 'M8') clearly reflects that the workman had joined the management on 25th July, 2007. As such, the workman has failed to establish that he joined the management on 18.11.1998.

21. Learned Representative for the workman submitted that the workman had remained in service up to 12.09.2023 and thereafter on the next day, he was refused work by the management without any reason. Learned Representative for the management submitted that the workman had himself left the job and ran away in August, 2022. He submitted that the workman had taken a friendly loan from the respondent-management vide different cheques drawn on Oriental Bank of Commerce as is clear from the vouchers duly signed by the workman and the statement of account produced on record. He submitted that the workman never returned the said amount and thereafter ran away in order to escape his liability. The workman during his cross-examination denied taking any loan from the management. However, the management has placed on record the vouchers dated 16.01.2020, 12.03.2021, 11.10.2021 and 15.12.2021 to prove the payment made to workman(Exhibit 'M1/1' to Exhibit 'M4/1') as well as statement of accounts w.e.f. 05.12.2020 to 22.12.2021 and 14.01.2020to 19.11.2020 (Exhibit 'M5/1' & Exhibit 'M6/1'). During his cross-examination MW2 submitted that advance payments were given to the worker vide vouchers(Exhibit 'M1/1' to Exhibit 'M4/1'). He stated that the workman has made oral request to advance money. He further testified that he had confirmed from his bank that the cheques issued to the workman were duly en-cashed.

22. Learned Representative for the workman stated that the certified copy of bank statement (Exhibit 'M5/1' & Exhibit 'M6/1') has not been produced on record. MW1 during his examination-in-chief has produced the photocopy of statement of accounts for the period from 05.12.2020 to 22.12.2021 and from 14.01.2020 to 19.11.2020. The said bank statements clearly reflect the payment of ` 10,000/- made to Shiv Nath on 15.12.2021, payment of ` 15,000/- made to Shiv Nath on 12.10.2021 and payment of ` 20,000/- made to workman Shiv Nath on 11.10.2021. The statement of accounts also show that the payment of ` 30,000/- was made to Shiv Nath on 12.03.2021. Similarly, the statement of account (Exhibit 'M6/1') shows payment of ` 20,000/- made to Shiv Nath on 16.01.2020. Moreover, it is not the case of the workman that the bank statements so produced are forged and fabricated one. Further MW1 admitted that he filed the recovery suit in the year 2025 after receipt of notice from the Court.

23. Learned Representative for the workman submitted that the services of the workman were terminated without any reason on 13.09.2022. The management has produced on record register showing his attendance and receipt of wages. The attendance register for the month of August, 2022 (Exhibit 'M6' / Exhibit 'M13) shows the presence of the workman till 20th August, 2022. Learned Representative for the

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management submitted that Vishkarma Machine Tools was permanently shut down and closed since August, 2022. The management has placed on record the copy of letter dated 14.06.2023 addressed to the Regional Director, ESI Corporation, Sector 19-A, Chandigarh (Exhibit "M7?). The said letter dated 14.06.2023 mentions that the factory has been closed w.e.f. 01.06.2023 and the amount in respect of one employee from February, 2022 to May, 2023 has been deposited. Similarly, the letter dated 08.01.2024 issued by the Commercial Tax Officer (Exhibit 'M14') makes a reference to show cause notice dated 05.09.2023 and it clearly shows that registration for GST was liable to be cancelled and the effective date of cancellation was 31.01.2023. There is no document on record to establish that the workman had worked with the management in the month of September, 2022 and onwards. MW1 during his cross-examination stated that at the time of closure of factory, the workman was the only worker with them and no closure benefit was given to him. He stated that the management had appeared before the Assistant Labour Commissioner upon receipt of the demand notice and he never asked the workman not to report for duty. He further stated that he has sent message to the workman through some messenger though he failed to remember the name of the said messenger. He stated that no retrenchment compensation, gratuity and advance was paid to the workman as he has himself willfully absented from duty. The testimony of MW1 clearly shows that the management-firm which is a proprietorship concern stands closed. The veracity of MW1 on this aspect has not been put to test by the workman during the cross-examination of MW1. Further, it transpires from record that the workman had never returned for duty after August, 2022. The workman has not led any evidence to the effect that he was refused work by the management on the next day of 12.09.2022. Moreso, when MW1 has categorically stated that he never asked the workman not to report on duty. As such, the workman has failed to establish that his services were terminated by the management. Accordingly, this issue stands decided against the workman and in favour of the management.

Relief -

24. In view of the aforesaid findings, the industrial dispute in hand stands declined. The workman is not entitled to any relief, as prayed for. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

.

(Sd.) . . .,

Dated : The 10th September, 2025

(MANISHA JAIN)
UIDNo.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th November, 2025

No. 559304-HII(2)-2025/17377.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference **No. 79/2023 dated 28.08.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAM KUMAR S/O RAM PHER R/O POORE LAL, TEHSIL GAURIGANJ, DISTRICT AMETHI UP NOW AT C/O AMARNATH R/O H.NO.522, AKTA VIHAR COLONY, NADDA, TESHIL KHARAR, DISTRICT MOHALI. (WORKMAN)

AND

1. PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH THROUGH ITS VICE CHANCELLOR.
2. REGISTRAR, PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Ram Kumar has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the applicant-workman was appointed as Mali on temporary / contract / adhoc basis on 24.12.1997 by Panjab University for a fixed period of three months and thereafter he was given sanction letters / extensions after every three months. His services were terminated in the year 03.12.2003 without any reason. Juniors to him are still working and the same is clear violation of the ID Act as well as the principles of natural justice. It is submitted that applicant along with other persons approached the Hon'ble High Court by way of CWP No.3343 of 2003 titled as "Mohan Lal Versus Panjab University & Other" wherein notice of motion was issued and notice regarding stay was also issued. The respondents on coming to know about the said writ petition dismissed the applicant from the services and has not reinstated him despite assurance given by the office. No show cause notice was ever issued to the applicant. After his illegal termination, the University employed another set of temporary / adhoc employees in his place. Further, the applicant is facing great financial hardship due his illegal termination. The applicant along with other similarly situated persons approached the Hon'ble High Court for regularisation of his services vide CWPs No.266 & 8388 of 2003. The aforesaid CWPs were disposed off vide common order dated 02.08.2004 whereby the Hon'ble High Court directed that the respondents shall formulate a regularisation policy of the employees who were employed either on adhoc / contract basis for long period of time after taking into consideration similar policies which have already been framed by the State of Punjab and Haryana and shall consider the cases of the petitioners in accordance, within the period of six month from the date of order. The respondents were directed to remove the petitioners from service only to make a way for other contractual / adhoc employees. The petitioners shall only be disengaged in case of selection and appointments are made on regular basis. The respondents were granted liberty to dispense with the services of the petitioners either under the ID Act or after following due procedure in case of misconduct. The Panjab University challenged the order dated 02.08.2004 by way of filing of SLP. The leave was granted on 24.07.2009 in SLP and Civil Appeal was dismissed by the Hon'ble Supreme Court on 14.05.2015 for non-prosecution.

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3. The applicant submitted that the services of the applicant were not regularised and the applicant filed CWP No.7851 of 2016 which was dismissed on 15.11.2016 holding that there was delay and latches. Thereafter, the applicant filed the LPA No.924 of 2017 against the order dated 15.11.2016 and the same was withdrawn with a liberty to file Contempt of Court proceedings and other proceedings for implementation of order dated 02.08.2004 passed in CWP No.388 of 2003 titled "Om Wati & Others Versus Panjab University & Others".

4. The applicant filed COCP No.2201 of 2017 and No.2202 of 2017and the Vice Chancellor, Panjab University placed on record an affidavit to the effect that the policy has been framed on 05.03.2001 regarding regularisation of Class 'B' &'C' employees and thereafter again on 18.07.2014, policy of the class employees was framed. The COCP was rendered infructuous, however, liberty was granted to avail the alternative remedy.

5. The applicant submitted that his services were terminated on 02.09.2015. It is submitted that the applicant filed demand notice on 28.06.2023 before the Assistant Labour Commissioner-cum-Conciliation Officer but no amicable settlement was possible and the demand notice remained unsettled. It is stated that the applicant had worked with respondents for more than 240 days in a calendar year and his services were illegally terminated without any notice, charge sheet and compensation as well as without compliance of Section 25F of the ID Act. It is submitted that the applicant is not gainfully employed since the date of termination. It is prayed that the applicant may be reinstated alongwith back wages and the order of termination may be set aside being illegal, arbitrary and against the principles of natural justice.

6. The respondent No.1 & 2 filed reply to the claim statement submitting that Class 'C' workers engaged on daily wage basis approached the Hon'ble High Court of Punjab & Haryana by filing COCP No.3343 of 2003, 8388 of 2003 and 10858 of 2003 respectively, jointly-individually for regularisation of their services as they have put their services on contract basis for more than three to five years at that time. The Hon'ble High Court vide order dated 02.08.2004 disposed off the said writ petitions by passing following orders:-

> *"....That the respondents shall formulate a regularization policy of the employees who have been employed either on adhoc/contract basis for a long period of time after taking into consideration similar policies which have been framed by the State of Punjab & Haryana and shall consider the cases of the petitioners in accordance with the same within a period of six months from today. The respondents are directed not to remove the petitioners from the service to make way for other contractual/adhoc employees. The petitioners shall only be disengaged in case of selection and appointments are made on regular basis. The respondents are, however at liberty to dispense with the service of the petitioners either under the Industrial Disputes Act 1947 or after following due procedure in case of misconduct."*

Thereafter, the University filed SLP No.26150-26162 in the Hon'ble Supreme Court against the decision of the Hon'ble High Court of Punjab & Haryana in the matter of making policy for regularisation and on 05.01.2005 the Hon'ble Supreme Court issued notice and ordered interim stay. Thereafter, on 24.07.2009 the Hon'ble Supreme Court granted leave and ordered that in the meantime, interim order to continue till further orders. It is submitted that Senate of the Panjab University on the recommendation of the Board of Finance and Syndicate, at its meeting held on 26.03.2006 vide para 6, approved the policy for regularisation of daily wage workers i.e. employees who were working on temporary / daily wage / contract basis in the Panjab University and in that regard, circular was issued vide No.5610-5657/Estt. Dated 19.04.2006. One Mrs. Gayatri Thakur D/o Sh. Narpal Singh Thakur and another Mrs. Nirmla Devi D/o Sh. Roshan Lal had filed a CWP No.8049 of 2006 in the Hon'ble High Court of Punjab & Haryana against Panjab University and the

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Hon'ble High Court issued notice of motion for 28.09.2006 and stayed the operation of circular dated 19.04.2006. The University filed CWP No.8049 of 2006 in the Hon'ble High Court of Punjab & Haryana wherein following interim order was passed :-

> *"Learned counsel for the petitioners submits that the policy dated 19.04.2001 framed by the University for regularization of the employees who were working on temporary/daily wage/contract basis with the respondent University is ultra virus of Articles 14/16 of the constitution of India. In support of his submission, the learned counsel relies on the judgments of the Supreme Court in the case of Secretary, State of Karnataka & others versus Uma Devi & Others, JT 2006(4) SC 420.*
>
> *Notice of motion for 28.09.2006 Operation of the circular dated 19.04.2006 (Annexure P-5) is stayed."*

On the recommendations of the Committee and approved by the Vice-Chancellor, the posts of Class 'B' & 'C' were advertised vide Advt. No.14/2008 and some DW-Employees of Class 'C' were selected as Peon, Helper, Mali, Cleaner in Panjab University after following proper procedure as Advt. No.14/2008. The University in the light of Para 53 of decision of the Hon?ble Supreme Court in the case ***State of Karnataka Versus Uma Devi, 2006(4) SCC 1*** regularised the services of employees against the sanctioned / budgetary posts as approved by the Syndicate in its meeting held on 05.03.2011 on the conditions that -

(1) i) Those temporary employees who have -

Either completed 10 years or more of service prior to going to the Court.

OR

Not gone to the Court and above have completed 10 years or more of service on or before 31.12.2010, subject to submission of an affidavit that they have not gone to Court at any stage and their services of more than 10 years is without the intervention of Court.

ii) In counting 10 years of services, there are no breaks in service other than mandatory breaks or inevitable breaks/notional breaks.

(2) the Class 'C' employees working on temporary / daily wage / contract basis in the Panjab University, who also fulfilled the above (i) and (ii) conditions, but have not been include in this list, be also considered for appointment.

7. It is submitted that the University has framed the policy in the year 2011 for regularisation of Class 'B' & 'C' DW employees which was circulated vide No.5021-5170/Estt. Dated 14.03.2011 and the Syndicate in its meeting held on 18.05.2014 has approved the recommendations of the Committee. In order to calculate the number of days the Registrar has approved that -

(i) 3650 days service on or before 31.12.2010 whatever may be the gap period in service in a year. But, if the gap period is of a year or more, that period is not to be taken into consideration for counting 3650 days.

(ii) While computing 240 days in a calendar year for consecutive 10 years non-working days such as Sundays and holidays etc. are to be counted towards, a total of 240 days. For example: a candidate who was worked for 24 days in a month and availed Sunday/ holidays etc. is to be considered worked for 30 / 31 days.

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In pursuance to the circular No.14881-15091/Estt. Dated 18.07.2014, the DW workers working in Panjab University submitted their claim in the prescribed performa and number of DW employees whose services had been regularised. The respondent University had sent the requisite letter vide No.16476-80/Estt. Dated 29.07.2015 to all the applicants for regularisation of their services and the number of days submitted by the applicants were duly verified by the Concerned Head of the Department.The case of the workman was considered for regularisation but he could not stand eligible for regularisation. It is submitted that the case of the workman was not covered under the policy formed by the Panjab University for regularisation of the DW employees. The University had adopted the proper procedure to disengage him as per the directions of the Hon?ble High Court vide order dated 02.08.2004 as well as under the ID Act. The workman was given payment vide cheque No.322286 dated 29.10.2004 on account of salary and retrenchment compensation as per Section 25B and 25F of the ID Act. Denying the remaining averments, a prayer was made for dismissal of the claim statement.

8. The applicant-workman filed replication to the written statement wherein he denied averments of written statement and further submitted that after 04.03.2003, the University did not allow the applicant-workman to do his work so that the applicant did not full the requirement of the policy. It is stated that tenure of the applicant has been typed incorrectly as 24.12.1997 to 03.12.2003 instead of 01.05.2000 to 28.03.2003.The management has neither paid the amount of retrenchment compensation to the applicant bearing cheque No.322286 dated 29.10.2004 nor the amount was credited in the account of the applicant-workman. The applicant-workman had opened bank account for the first time in the year 2008. It is reiterated that the services of the applicant-workman wereforcibly terminated by the management without conducting any inquiry and termination notice.

9. From the pleadings of the parties, following issues were framed vide order dated 18.09.2024 :-

1. Whether the termination of services of the workman is illegal, if so, to what effect and to what relief he is entitled to, if any ? OPW

2. Relief.

10. Thereafter, both the parties were called upon to lead their respective evidence.

11. In evidence of the workman, the applicant-workman himself appeared as AW1 and tendered his affidavit **Exhibit 'AW1/A'.** He also tendered into evidence copies of documents -

Order dated 02.08.2004 passed by Hon'ble High Court in CWP No.8388 of 2003	**Exhibit 'W1'**
Order dated 14.05.2015 passed by Hon'ble Supreme Court of India in Civil Appeal No.4833-4845 of 2009	**Exhibit 'W2'**
Order dated 30.05.2017 passed by Hon'ble High Court in LPA No.924 of 2017	**Exhibit 'W3'**
Order dated 01.03.2023 passed by Hon'ble High Court in COCP-2200-2017	**Exhibit 'W4'**
Letter bearing Endst No.16476-80 dated 29.07.2015 issued by Assistant Registrar, Panjab University to workman	**Exhibit 'W5'**

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His bank account passbook bearing Account No.51060100005465 maintained with Baroda Uttar Pradesh Gramin Bank	**Exhibit 'W6'**
Reply dated 28.08.2024 filed by Director-cum-PIO, Panjab University, Chandigarh under Right to Information Act, 2005	**Exhibit 'W7'**
Office order bearing Endst. No.2728-2747/Estt. dated 15.03.2024 of Panjab University, Chandigarh	**Exhibit 'W8'**
Office order bearing Endst. No.9209-9289/Estt. dated 21.08.2024 of Panjab University, Chandigarh	**Exhibit 'W9'**
Order dated 02.09.2015 of Panjab University relating to the matter whereby 9 persons Smt. Prem Lata & Ors. filed their application requesting for regularisation of their services	**Exhibit 'W10'**

Thereafter, Learned Representative for the applicant-workman closed the evidence on behalf of the workman in affirmative.

12. In evidence of the management, Harish Kumar - Senior Assistant, Department of Youth Welfare, Panjab University, Chandigarh appeared as MW1 and tendered his affidavit **Exhibit 'MW1/A'** along with documents -

Authority letter dated 21.03.2025 issued in his favour by Director Youth Welfare	**Exhibit 'M1'**

Thereafter, the Learned Representative for the management No.1 & 2 closed the evidence on behalf of the management.

13. I have heard the arguments of Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1 -

14. The workman is required to prove this issue.

15. Learned Representative for the workman submitted that the workman was appointed by the respondent-management as Mali on 01.05.2000 for a fixed tenure of three months and thereafter he was given extensions every three months and his services were terminated illegally by the respondent-management in the year 2003 without any reason. He submitted that juniors to the workman are still in employment of the management. The respondent-University did not allow the workman to do his duty after 04.03.2003. He argued that the services of the workman were terminated forcibly by the respondent-University without any inquiry and termination notice.

16. On the other hand, Learned Representative for the respondent-management submitted that the applicant-workman was appointed against leave vacancy. His services were never terminated by the respondent-University. The University had framed the policy of regularisation and regular posts were advertised and the selected persons were allowed to join. The workman never applied against the advertisement advertised for regular selection. The workman never turned up after 2003 to join his services. He never approached the Registrar, Panjab University in that regard and as such, he is not entitled to any relief.

17. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

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18. The workman Ram Kumar himself appeared as AW1 and vide his affidavit Exhibit 'AW1/A' deposed in consonance with the facts detailed in the statement of claim. He deposed that he was appointed as Mali on temporary / contract / adhoc basis on 01.05.2000 by Panjab University for a fixed period of three months. Thereafter, he was given extensions after every three months. He deposed that his services were neither terminated nor he was allowed to do his work and his juniors are still working. Further, the reasons for not allowing him to work / termination remained unknown to him. He deposed that he approached the Hon'ble High Court along with other similarly situated persons by way of CWP No.266 and 8388 of 2003 and the same was disposed off vide order dated 02.08.2004. The said order was challenged by the Panjab University but the Appeal was dismissed by the Hon'ble Apex Court for non-prosecution on 14.05.2015. He deposed that the CWP No.7851 of 2016 was also filed to regularise the services and the same was dismissed by the Single Bench on 15.11.2016 holding that there was delay & latches and thereafter LPA No.924 of 2017 against order dated 15.11.2016 was filed and the same was dismissed as withdrawn with liberty to file contempt proceedings and other proceedings to implement the order dated 02.08.2004 passed in CWP No.388 of 2003 "Om Wati & Others Versus Panjab University & Others". He deposed that the COCP No.2201 & 2202 of 2017 was filed but the Vice-Chancellor placed on record the affidavit that the policy has been framed on 05.03.2001 regarding regularisation of Class 'B' & 'C' employees and thereafter, again on 18.07.2014 policy of Class Employees was framed. He deposed that COCP was rendered infructuous and the liberty was granted to avail the alternative remedy in accordance with law. He submitted that on 28.06.2003, he filed the demand notice before the Assistant Labour Commissioner but no settlement was arrived at. He worked with the management for more than 240 days in a calendar year for the purpose of the ID Act. The services of the workman were terminated without any notice, charge sheet and payment of retrenchment compensation. The respondent-University acted in violation of Section 25F of the ID Act. He further stated that he is not gainfully employed and he had worked in the University from 01.05.2000 to 28.03.2003.

19. On the other hand, MW1 Harish Kumar - Senior Assistant deposed that as per record, the workman had joined the Department of Youth Welfare against leave vacancy on 01.01.2001 and he worked continuously up to 04.03.2003. The Panjab University has advertised 44 posts of Malies vide advertisement No.14/2008 and the workman did not apply against the said advertisement. The workman was also given an opportunity to file his claim for regularisation as per Panjab University Regularisation Policy vide letter No.16476-80/Estt. dated 29.07.2015. The workman filed his claim. He had worked for 733 days total. The total numbers of days required as per policy was 3650 days on or before 31.12.2010 in the consecutive 10 years. He never qualified as per Panjab University Regularisation Policy for regularisation.

20. Admittedly, the workman was appointed as Mali by the Panjab University on temporary / contract / adhoc basis. He was appointed against leave vacancy. The applicant-workman has submitted that he was appointed on 01.05.2000 whereas the respondent-management has stated that he was appointed on 01.01.2001. The applicant-workman during his cross-examination denied the knowledge about the date of his joining but he admitted that he was engaged against leave vacancy. MW1 in his examination-in-chief testified that the workman joined the Department of Youth Welfare against leave vacancy on 01.01.2001. As per record, the workman moved an application seeking production of documents and the management filed copies of documents as detailed in the index. The management produced on record the salary statement Exhibit 'MB' relating to the workman Ram Kumar showing the payment of salary w.e.f. June, 2000. MW1 Harish Kumar during his cross-examination stated that he has seen the salary statement Exhibit 'MB' of Ram Kumar showing the payment of salary w.e.f. June, 2000 to December, 2000 and w.e.f. January, 2001 to December, 2001. The salary statement produced on record by the management, showing payment of salary to the workman Ram Kumar w.e.f. June, 2000, establishes that Ram Kumar was on the rolls of the respondent-University since June, 2000.

21. It is the case of the workman that he had worked with the respondent-University till 04.03.2003. During his cross-examination he specifically stated that he was relieved from the duty in the year 2003. The Learned Representative for the workman submitted that the respondent-University did not allow the workman

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to do his duty after 04.03.2003. Onus to prove that the workman was not allowed by the University to do his work after 04.03.2003 laid heavily upon the workman. However, there is no document on record to establish that the workman has expressed his willingness to work with the University after 04.03.2003 and the University had not allowed him to continue with the work.

22. Learned Representative for the workman submitted that the workman had worked with the respondent-management for more than 240 days in a calendar year. The respondent-management has placed on record the attendance register for the month of January, 2001 to March, 2003 Exhibit 'M2'. MW1 had deposed that prior to the year 2001, record was destroyed due to termite. He admitted that the workman was in continuous service as per attendance register and he had not taken any leave on any working day other than Sunday. Admittedly, the workman had remained in service of the respondent-University till 04.03.2003 and the testimony of MW1 clearly establishes that the workman has been in continuous service preceding his date of relieving i.e. 04.03.2003.

23. Learned Representative for the respondent-management submitted that the Panjab University has advertised 44 post of Malies vide advertisement No.14/2008 and the workman applied for the said post. He submitted that the detailed instructions for Class 'B' & 'C' posts advertised vide advertisement No.14/2008. The workman did not apply for the post of Mali against said advertisement. The aforesaid fact make crystal clear that the workman was given every opportunity to participate in the selection process for appointment against the regular post of Mali but he failed to avail that opportunity.

24. It is the case of the respondent-university that the workman was also given an opportunity to file his claim for regularisation as per Panjab University Regularisation Policy vide letter No.16476-80/Estt. Dated 29.07.2015. The workman had filed his claim. Since he had worked for 733 days in total and as such, he did not qualify for regularisation as per approved policy, which requires 3650 days on or before 31.12.2010 in the consecutive ten years. So, he failed to fall within the purview of regularisation policy.

25. Learned Representative for the workman submitted that the workman was not allowed to perform his duties after 04.03.2003. He was not issued any notice, charge sheet and no retrenchment compensation has been paid to him and as such, the respondent-University has failed to comply with Section 25F of the ID Act.

26. It is not disputed that the workman had worked with the respondent-University till 04.03.2003 and that too against leave vacancy. Further, at the same time respondent-University admitted that the workman was in continuous service as per the attendance register for the month of January, 2001 to March, 2003 (Exhibit 'M2'). The workman had worked with the management for more than 240 days in a calendar year immediately preceding the date of his relieving.

27. Section 25F of the ID Act embodies conditions precedent to retrenchment of compensation to the effect that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until the workman has been given one month?s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice. Further the workman has been paid, at the time of retrenchment compensation, which shall be equivalent to fifteen days' average pay for every completed years of continuous service.

28. In case in hand, the workman was appointed against leave vacancy and thereafter the respondent-University has also considered his claim for regularisation but he did not qualify for regularisation as per approved policy as was not able to fulfil the requisite condition under the Regularisation Policy and therefore, the workman cannot be granted the relief of reinstatement. However, at the same time he had worked for the respondent-University w.e.f. June, 2000 to 04.03.2003. While submitting written statement, it is the contention of the management that the workman was given payment vide cheque No.322286 dated 29.10.2004 on account of salary and retrenchment compensation as per Section 25B and 25F of the ID Act, which has

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been denied by the workman in his replication. MW1 in his examination-in-chief has not deposed with regard to the said fact. During his cross-examination, he denied knowledge qua payment of retrenchment compensation to the workman. No document has been produced and proved showing payment of retrenchment compensation to the workman and therefore, the workman is entitled for the same. Keeping in view the length of service and last pay drawn by the workman he is entitled to retrenchment compensation to the tune of ` 7,000/-. Hence, this issue stands decided accordingly.

Relief-

29. In the view of aforesaid findings, the industrial dispute in hand stands allowed partly. The workman is held entitled for compensation to the tune of ` 7,000/- from the respondent-University and the respondent-University is directed to comply with the Award within a period of three months from the date of publication of the same in Government Gazette failing which it shall be liable to pay interest at the rate of 8% per annum on the abovesaid amount from the date of the said Award till its actual realisation. Appropriate Government be informed accordingly. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the records.

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(Sd.) . . .,

Dated : The 28th August,, 2025

(MANISHA JAIN)
UIDNo.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

Secretary Labour,
Chandigarh Administration.

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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT
DISTIRCT ADMINISTRATION AND REVENUE BRANCH

Notification

The 29th October, 2025

No. 455514-HIII(5)-2025/14937.—In pursuance of letter No. 34/23/94-IH(7)-2024/9569 dated 16.06.2025 issued by the Personnel Department, Chandigarh Administration the composition of Departmental Promotion Committee (DPC) in respect of Group B & C posts (Ministerial/Non-Ministerial) of the Home Guards Department, Union Territory, Chandigarh, consisting of following members is as under :-

DPC for Group-B

1	Home Secretary, (Administrative Secretary) Chandigarh Administration	Chairman
2	Commandant General Home Guards, Union Territory, Chandigarh	Member
3	Special/Additional/Joint Secretary (Personnel), Chandigarh Administration	Member
4	Director Social Welfare or their representative	Member
5	Regional Employment Officer or their representative	Member

DPC for Group-C

1	Commandant General Home Guards, Union Territory, Chandigarh	Chairman
2	Representative of Personnel Department	Member
3	Representative of Social Welfare	Member
4	Representative of Regional Employment Officer	Member

Chandigarh, dated
The 25th October, 2025

H. RAJESH PRASAD, IAS
Chief Secretary,
Union Territory, Chandigarh

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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 16th October, 2025

No. 558249-HIII(3)-2025/14316.—In pursuance of OM No. AB.14017/13/2013-Estt. (RR), dated 31.03.2015 issued by Govt. of India, Ministry of Personnel, PG & Pensions, (Department of Personnel & Training), New Delhi and the Department of Personnel, Chandigarh Administration letter No. 34/23/94-IH(7)-2024/9569 dated 10.07.2024, a Departmental Promotion Committee consisting of following members is hereby constituted in respect of Group 'A', Group 'B' and Group 'C' posts in the Department of Prisons and Correctional Administration, Model Jail, U.T., Chandigarh comprising of the following :-

For Group 'A' posts (where DPC is to be convened at the level of UPSC)

(i)	Chairman/Member of UPSC	Chairman
(ii)	Chief Secretary, Chandigarh Administration	Member
(iii)	Home Secretary-cum-Secretary Prison, Chandigarh Administration	Member
(iv)	Inspector General of Prisons (HoD)	Member
(v)	Secretary Personnel, Chandigarh Administration	Member

For Group 'A' posts

(i)	Chief Secretary, Chandigarh Administration	Chairman
(ii)	Home Secretary-cum-Secretary Prison, Chandigarh Administration	Member
(iii)	Inspector General of Prisons (HoD)	Member
(iv)	Secretary Personnel, Chandigarh Administration	Member
(v)	Director Social Welfare	Member
(vi)	Regional Employment Officer	Member

For Group 'B' posts

(i)	Home Secretary-cum-Secretary Prison, Chandigarh Administration	Chairman
(ii)	Inspector General of Prisons (HoD)	Member
(iii)	Secretary/Additional/Joint Secretary Personnel, Chandigarh Administration	Member
(iv)	Director Social Welfare or their representative	Member
(v)	Regional Employment Officer	Member

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For Group 'C' posts

(i)	Inspector General of Prisons (HoD)	Chairman
(ii)	Representative of Personnel Department	Member
(iii)	Representative of Social Welfare	Member
(iv)	Representative of Regional Employment Officer	Member

2. The Committee shall function in accordance with the guidelines issued by the Chandigarh Administration/ Govt. of India from time to time. This supersedes earlier notifications in this regard.

Chandigarh, dated
The 3rd October, 2025

MANDIP SINGH BRAR, IAS
Home Secretary-cum-Chief Secretary
Chandigarh Administration.

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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 13th October, 2025

No. 13303-HIII(3)-2025/14142.—In exercise of the powers conferred by Section 14 of the Bharatiya Nagarik Suraksha Sanhita, 2023, the Administrator, Union Territory, Chandigarh is pleased to appoint Ms. Radhikha Singh, HCS as Executive Magistrate in the District of Chandigarh.

Chandigarh, dated
The 7th October, 2025.

Administrator,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 29th October, 2025

No. 13681-HIII(3)-2025/14907.—In exercise of the powers conferred by para 8 of the scheme for the administration of fund for reconstruction and rehabilitation of ex-servicemen as issued vide Government of India, Ministry of Defence Notification No 234 dated 27th September 1966, as amended, the Administrator, Union Territory, Chandigarh is pleased to reconstitute the Chandigarh Union Territory Managing Committee for the Management and Administration of the Union Territory Fund for reconstitution and rehabilitation of ex-servicemen consisting of the followings :-

1.	Chief Secretary, Union Territory, Chandigarh.	Chairman
2.	Home Secretary, Chandigarh Administration	First Vice Chairman
3.	General Officer Commanding PH & HP (I)- Sub Area Ambala Cantt.	Second Vice Chairman
4.	Director General Resettlement, Govt. of India, Ministry of Defence, RK Puram, New Delhi. O R Secretary, Kendriya Sainik Board, Govt. of India, Ministry of Defence, West Block IV, New Delhi.	Member
5.	Representative of Govt. of India, Ministry of Defence, Department of Ex-servicemen, New Delhi.	Member
6.	Deputy Commissioner, UT, Chandigarh.	Member
7.	Air Mshl Sukhchain Singh, AVSM, VSM (Retd.) Flat No. 170, Tower-E, Bollywood Heights-2, Peermushalla, Zirakpur, Mohali.	Member (Nominee of Govt. of India, Ministry of Defence)
8.	Brig Kuljeet Singh Jawanda (Ret'd), # 627, Sector 33 B, Chandigarh	Member (Nominee of Govt. of India, Ministry of Defence
9.	Col JRK Parmar (Retd.), House No. 6406-A, Rajeev Vihar, Manimajra, Chandigarh.	Member (Nominee of Chandigarh Administration.)
10.	Brig Gurgopal Singh (Retd.) House No. 3113, Sector 35 D, Chandigarh.	Member (Nominee of Chandigarh Administration.)
11.	Zila Sainik Welfare Officer, Union Territory, Chandigarh.	Secretary

The tenure of the nominated members shall be upto 31.12.2026.

Chandigarh, dated
The 17th October, 2025.

Administrator,
Union Territory, Chandigarh.

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157—Ptg. & Sty. Deptt., U.T., Chd.

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